IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO.200 OF 2006

M/s.Sagar Constructions Co. ...Petitioner.

vs.

1.Union of India & others. ...Respondents.

Mr.U.S.Samudrala, for Petitioner.

Mr.G.Hariharan with D.A.Dubey, for Respondent no.1.

CORAM: D.K.DESHMUKH,J.

DATED: 4th September,2006.

P.C.:-

1. Heard the learned Counsel appearing for petitioner. Perusal of the Arbitral award shows that the final bill was to be prepared by the petitioner but the petitioner did not prepare the final bill. Therefore, the respondents prepared the final bill and asked the petitioner to sign. The petitioner signed the final bill without any protest. But when payment pursuant to that final bill was tendered to him, he accepted the payment writing on the payment receipt "under protest". Really speaking as per the terms of the contract, the final bill

should have been prepared by the petitioner. The petitioner did not prepare the final bill. If according to the petitioner the final bill prepared by the respondents was not acceptable to him, the petitioner should have refused to sign that bill and instead it could have prepared his own final bill and could have submitted it. But the petitioner did not do that. Therefore, as the final bill was submitted to the respondents under the signature of the petitioner and the payment was made as per that final bill, there is no question of petitioner having any grievance about the payment made pursuant to the final bill which was signed by the petitioner itself. I see no reason to interfere with the Award. The petition is disposed of.